



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 ARCH STREET
PHILADELPHIA, PENNSYLVANIA 19103-2029

IN THE MATTER OF:

Chemtrade Solutions LLC
6300 Philadelphia Pike
Claymont, DE 19703

and

Drawbridge Claymont, LLC
34 E. Germantown Pike, #203
Norristown, PA 19401

RESPONDENTS

Regarding the Facility located at:

6300 Philadelphia Pike
Claymont, DE 19703

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) ADMINISTRATIVE ORDER
) ON CONSENT

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) DOCKET NO. RCRA-03-2016-0232CA

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) Proceeding under Section
) 3008(h) of the Resource Conservation and
) Recovery Act, as amended,
) 42 U.S.C. Section 6928(h)

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Figure 1 - Site Map with Ownership Interests

ATTACHMENT 1 - Final Decision and Response to Comments (FDRTC) issued 2016

ADMINISTRATIVE ORDER ON CONSENT

This Administrative Order on Consent (Consent Order or Order) is entered into by the United States Environmental Protection Agency (EPA), Chemtrade Solutions LLC (Chemtrade) and Drawbridge Claymont LLC (Drawbridge). Singularly, Chemtrade and Drawbridge are also referred to herein as Respondent or Performing Respondent. Collectively, Chemtrade and Drawbridge shall be referred to herein as Respondents. Having agreed to this Consent Order, Respondents shall perform the work designated to each Respondent by this Consent Order, in accordance with all the terms and conditions set forth in this Consent Order, and all plans, standards, specifications and schedules set forth herein and/or developed by Respondents and approved by EPA pursuant to this Consent Order. EPA and Respondents mutually acknowledge and agree that all work undertaken pursuant to, in furtherance of, and/or in satisfaction of any and all requirements of this Consent Order may be undertaken in phases or on a parcel by parcel basis (Sequential Remediation). The Parties further agree that in the Sequential Remediation, Respondents shall propose the boundaries of the individual parcel(s) to be remediated.

The Parties, having agreed to entry of this Consent Order, it is therefore Ordered and Agreed that:

I. JURISDICTION

A. This Consent Order is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency by Section 3008(h) of the Resource Conservation and Recovery Act of 1976, as amended by the Hazardous and Solid Waste Amendments of 1984 (collectively referred to hereinafter as RCRA), 42 U.S.C. § 6928(h). The authority vested in the Administrator has been delegated to the Director of the Land and Chemicals Division by EPA Delegation No. 8-32 dated June 21, 2004.

B. On June 22, 1984, EPA granted the State of Delaware (the State) authorization to operate a state hazardous waste program in lieu of the federal program, pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b). EPA has also subsequently authorized additional revisions to the State's authorized program. The State, however, does not have authority to enforce Section 3008(h) of RCRA. The State has been given notice of the issuance of this Consent Order.

C. This Consent Order is issued to Chemtrade, the current owner of the North Parcel of the South Plant and the former owner of the South Parcel of the South Plant which is part of the Delaware Valley Works facility (the Facility). This Consent Order is also issued to Drawbridge, the current owner and operator of the South Parcel of the South Plant of the

Facility. The South Plant comprises the majority of what was formerly known as the former General Chemical facility (RCRA ID number DED154576698) located at 6300 Philadelphia Pike in Claymont, Delaware, as also defined in Section IV.B., below, and depicted in Figure 1 attached to this Consent Order and made a part thereof.

D. Respondents consent to issuance of this Consent Order, agree to comply with its terms and will not contest EPA's authority to issue this Consent Order and to enforce its terms. Further, Respondents will not contest EPA's jurisdiction to: compel compliance with this Consent Order in any subsequent enforcement proceeding, either administrative or judicial; require Respondents' compliance with the terms of this Consent Order; or impose sanctions for violations of this Consent Order.

II. PARTIES BOUND

A. This Consent Order shall apply to and be binding upon EPA, Respondents and their agents, successors and assigns.

B. No change in ownership of any property covered by this Consent Order, or in the corporate or partnership status of Respondents, shall in any way alter, diminish, or otherwise affect Respondents' obligations and responsibilities under this Consent Order.

C. Respondents shall provide a copy of this Consent Order to their respective supervisory personnel, contractors, subcontractors, laboratories, and consultants retained to conduct and/or monitor any portion of the work performed pursuant to this Consent Order and shall do so within thirty (30) calendar days of the effective date of this Consent Order or date of such retention, whichever is later. All contracts, agreements or other arrangements with such persons shall require such persons to conduct and/or monitor the work in accordance with the requirements of this Consent Order. Notwithstanding the terms of any such contract, agreement or arrangement, Respondents are responsible for complying with their respective responsibilities as set forth in this Consent Order and for ensuring that all such persons perform such work in accordance with this Consent Order.

D. In the event of any change in ownership or operation of the South Plant and/or in the event of any change in majority ownership or control of either of the Respondents, such Respondent shall notify EPA in writing of the nature of any such change no later than fifteen (15) calendar days after the effective date of such change. In addition, each Respondent shall provide a copy of this Consent Order to any successor to such Respondent and/or to the South Parcel or North Parcel at least fifteen (15) calendar days prior to the effective date of such change.

III. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and Respondents are to have each Respondent implement this Consent Order and perform the work described in Section VI. WORK TO BE PERFORMED, as applicable to each Respondent.

IV. EPA's FINDINGS OF FACT

Respondents neither admit nor deny the following Findings of Fact.

A. Respondents are corporations and are persons as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).

B. Chemtrade is the owner of the North Parcel of the South Plant which is part of a former chemical facility located at 6300 Philadelphia Pike in Claymont, Delaware, authorized to operate under Section 3005(e) of RCRA, 42 U.S.C. § 6925(e), for purposes of Section 3008(h) of RCRA, 42 U.S.C. § 6928(h). The Facility is divided by Route 13 into two separate plants, commonly referred to as the "North Plant" and "South Plant," respectively. The South Plant is situated along the Delaware River which is a tidal river that is subject to significant water level fluctuations due to significant storm events. The South Plant has been further divided into the "South Parcel" and the "North Parcel," respectively. The ownership interests at the Facility are depicted in Figure 1, attached to this Consent Order and made a part hereof.

C. In 1986, a corporate predecessor of General Chemical Corporation (GCC) acquired part of the Facility from Allied-Signal Inc. (Allied), now Honeywell International, Inc. Allied retained ownership of portions of the North Plant upon which chemical operations are conducted. Allied also retained one inactive parcel known as Solid Waste Management Unit 9 which is adjacent to the South Plant. See Figure 1. In 2004, Honeywell re-acquired the North Plant from GCC.

D. In September 2000, EPA issued an Administrative Order to GCC (Docket No. RCRA-3-089CA) pursuant to Section 3008(h) of RCRA (Initial Order) which required, among other things, a Facility-wide investigation and interim measures. Pursuant to the Initial Order, GCC conducted Phase I and Phase II RCRA Facility Investigations for the South Plant that demonstrated that soils contained hazardous wastes at concentrations above applicable Risk Screening Levels (RSLs) and that groundwater contained hazardous wastes at concentrations above applicable maximum contaminant levels (MCLs) as set forth in the Safe Drinking Water Act, 42 U.S.C. Sections 300f et seq. Additional soil investigations were conducted by Chemtrade in recent years. A final RFI Summary Report for the South Parcel was submitted to EPA in February 2016 and subsequently approved by EPA on March 21, 2016.

E. In 2014, GCC was acquired by Chemtrade Logistics Inc. and ownership of the South Plant was placed in Chemtrade, a wholly owned subsidiary of Chemtrade Logistics Inc.

F. On May 10, 2016, EPA issued a Final Decision and Response to Comments (FDRTC) for the South Parcel (South Parcel FDRTC) in which it selected a Final Remedy, also referred to herein as corrective measures, for the South Parcel. The South Parcel FDRTC is incorporated by reference herein as though fully set forth at length and is attached herein and made a part hereof as Attachment 1 to this Consent Order. At a later time, subject to public participation requirements, EPA will select a Final Remedy(ies) for the North Parcel of the South Plant in a separate FDRTC(s).

G. In the South Parcel FDRTC, EPA has not selected a Final Remedy for South Plant-related groundwater. Once the South Plant-related groundwater has been further evaluated by EPA, EPA will issue a Statement of Basis to solicit public comment on a proposed remedy to address the groundwater at the South Plant. EPA anticipates that a third party will be responsible for implementing the final groundwater remedy selected by EPA for the South Plant and described in an FDRTC.

H. Drawbridge purchased the South Parcel of the South Plant from Chemtrade in August of 2016. While Chemtrade remains responsible under RCRA Corrective Action for addressing releases of hazardous waste and hazardous constituents that have occurred at or from the South Plant, Respondents have represented to EPA that pursuant to Drawbridge's acquisition of the South Parcel, Drawbridge agreed to implement the Final Remedy set forth in the South Parcel FDRTC, including the establishment of financial assurance as set forth in Section XIII in the South Parcel FDRTC.

I. Chemtrade has represented to EPA that it intends to transfer ownership of the North Parcel to another entity in the future, which transfer may occur before or after the issuance of a FDRTC for the North Parcel.

J. Based on the findings above, EPA has determined that there are potential adverse environmental or human health impacts associated with the hazardous wastes which are present at or released at or from the Facility.

V. CONCLUSIONS OF LAW AND DETERMINATIONS

EPA hereby determines that there is or has been a release of hazardous waste within the meaning of 3008(h) of RCRA, 42 U.S.C. § 6928(h), into the environment from the South Plant and that the corrective action and/or other response measures required by this Consent Order are necessary to protect human health or the environment.

VI. WORK TO BE PERFORMED

AA. This Consent Order requires Drawbridge to implement the corrective measures selected by EPA in the South Parcel FDRTC and to have Drawbridge perform, if appropriate, interim measures at the South Parcel as necessary to protect human health and the environment, and, in the event that Drawbridge fails to adequately implement such corrective measures or perform such interim measures, this Consent Order requires Chemtrade to commence or resume such implementation and performance. This Consent Order further requires Chemtrade to implement the corrective measures to be selected by EPA in a FDRTC(s) for the North Parcel (North Parcel FDRTC) and to have Chemtrade perform, if appropriate, interim measures at the North Parcel as necessary to protect human health and the environment. However, in the event that Drawbridge is the owner of the North Parcel at the time EPA issues the North Parcel FDRTC, this Consent Order requires Drawbridge to implement the corrective measures selected by EPA in the North Parcel FDRTC and to have Drawbridge perform, if appropriate, interim measures at the North Parcel as necessary to protect human health and the environment. In the event that Drawbridge fails to adequately implement such corrective measures or perform such interim measures at the North Parcel, this Consent Order requires Chemtrade to commence or resume such implementation and performance.

BB. EPA will not seek performance of the work under this Order with respect to the South Parcel from Chemtrade unless EPA determines, in its sole discretion not subject to Dispute Resolution, that Drawbridge has failed to adequately perform such work. In the event that Drawbridge is the owner of the North Parcel at the time EPA issues the North Parcel FDRTC, EPA will not seek performance of the work under this Order with respect to the North Parcel from Chemtrade unless EPA determines, in its sole discretion not subject to Dispute Resolution, that Drawbridge has failed to adequately perform such work.

CC. In the event that Drawbridge fails to perform the work for the South Parcel or the North Parcel, in the event that it is the owner of the North Parcel at the time EPA issues the North Parcel FDRTC, EPA will so notify Respondents. If EPA determines that there has been failure by or on behalf of Drawbridge to timely cure or correct any non-performance, Chemtrade shall, upon written notice by EPA that Drawbridge has failed to perform under this Section VI, commence or resume performance of the Work within 14 calendar days of EPA's written notice. EPA's determinations that Drawbridge has failed to perform under this Section VI are not subject to any review or challenge, judicial or otherwise, by the Respondents through Section XV, "Dispute Resolution," or in any other manner. Other than those limitations outlined above, this Section VI does not seek to limit Respondents' rights to seek dispute resolution on other matters, including the assessment of stipulated penalties, that are otherwise provided for by this Order.

DD. EPA acknowledges that Respondents may have completed some of the tasks required by this Consent Order and that Respondents may have available some of the information and data required by this Consent Order. This previous work may be used to meet the requirements of this Consent Order, upon submission to and formal approval by EPA.

EE. Pursuant to Section 3008(h) of RCRA, 42 U.S.C. § 6928(h), Respondents respectively agree to and are hereby ordered to perform the following acts in the manner and by the dates specified herein. All work undertaken pursuant to this Consent Order shall be developed and performed, as appropriate and approved by EPA, in accordance with: the Scope of Work for Corrective Measures Implementation, the Scope of Work for Interim Measures, the Scope of Work for Health and Safety Plan; and RCRA, its implementing regulations and relevant EPA guidance documents. EPA's Scopes of Work and relevant guidance are available at: http://www.epa.gov/reg3wcmd/ca/ca_resources.htm, and are incorporated herein by reference.

Days as used herein shall mean calendar days unless otherwise specified.

A. Interim Measures (IM)

For purposes of this Consent Order, in the event that Chemtrade is required to perform Interim Measures for the North Parcel and/or the South Parcel under this Order, the Interim Measures provisions set forth in Paragraph A. of Section VI. (WORK TO BE PERFORMED) of this Consent Order shall apply to Chemtrade in lieu of the Interim Measures provisions set forth in Section VI.A of the Initial Order. Nothing in this Section VI. (WORK TO BE PERFORMED) precludes EPA from exercising its authority to require Interim Measures under the Initial Order not specifically required by this Consent Order.

1. Interim Measures for the South Parcel

- a. Commencing on the Effective Date of this Consent Order and continuing thereafter, in the event that Drawbridge identifies an immediate or potential threat to human health and/or the environment at the South Parcel, or discovers new releases of hazardous waste and/or hazardous constituents at or from the South Parcel not previously identified, Drawbridge shall notify the EPA Project Coordinator orally within forty eight (48) hours of discovery and notify EPA in writing within three (3) business days of such discovery summarizing the immediacy and magnitude of the potential threat(s) to human health or the environment. Upon written request of EPA, Drawbridge shall submit to EPA for approval an IM Work Plan in accordance with the IM Scope of Work. If EPA determines that immediate action is required, the EPA Project Coordinator may orally authorize Drawbridge to act prior to EPA's receipt of the IM Work Plan.
- b. Commencing on the Effective Date of this Consent Order and continuing thereafter, if EPA identifies an immediate or potential threat to human health and/or the environment at the South Parcel, or discovers new releases of hazardous waste and/or the environment at the South Parcel not previously identified, EPA will notify Respondents in writing. Within ten (10) business days of receiving EPA's written notification, Drawbridge shall submit to EPA for approval an IM Work Plan in accordance with the IM Scope of Work that identifies interim measures which will mitigate the threat. If EPA determines that immediate action is required, the EPA Project Coordinator may orally require Drawbridge to act prior to Drawbridge's receipt of EPA's written notification.

- c. All IM Work Plans shall ensure that the interim measures are designed to mitigate immediate or potential threat(s) to human health and/or the environment and should be consistent with the objectives of, and contribute to the performance of the corrective measures selected by EPA in the FDRTC(s) for the South Parcel or any amendment(s) thereto.
- d. Each IM Work Plan shall include the following sections as appropriate and approved by EPA: Interim Measures Objectives, Public Involvement Plan, Data Collection Quality Assurance, Data Management, Design Plans and Specifications, Operation and Maintenance, Project Schedule, Interim Measures Construction Quality Assurance, and Reporting Requirements. Concurrent with submission of an IM Work Plan, Drawbridge shall submit to EPA an IM Health and Safety Plan unless EPA determines and notifies Respondents that plans that Respondents have previously submitted to EPA regarding the South Parcel are sufficient for such purposes.

2. Interim Measures for the North Parcel

- a. Commencing on the Effective Date of this Consent Order and continuing thereafter, in the event that Chemtrade identifies an immediate or potential threat to human health and/or the environment at the North Parcel, or discovers new releases of hazardous waste and/or hazardous constituents at or from the North Parcel not previously identified, Chemtrade shall notify the EPA Project Coordinator orally within forty eight (48) hours of discovery and notify EPA in writing within three (3) business days of such discovery summarizing the immediacy and magnitude of the potential threat(s) to human health or the environment. Upon written request of EPA, Chemtrade shall submit to EPA for approval an IM Work Plan in accordance with the IM Scope of Work. If EPA determines that immediate action is required, the EPA Project Coordinator may orally authorize Chemtrade to act prior to EPA's receipt of the IM Work Plan.
- b. Commencing on the Effective Date of this Order and continuing thereafter, if EPA identifies an immediate or potential threat to human health and/or the environment at the North Parcel, or discovers new releases of hazardous waste and/or the environment at the North Parcel not previously identified, EPA will notify Chemtrade in writing. Within ten (10) days of receiving EPA's written notification, Chemtrade shall submit to EPA for approval an IM Work Plan in accordance with the IM Scope of Work that identifies interim measures which will mitigate the threat. If EPA determines that immediate action is required, the EPA Project Coordinator may orally require Chemtrade to act prior to Chemtrade's receipt of EPA's written notification.
- c. All IM Work Plans shall ensure that the interim measures are designed to mitigate immediate or potential threat(s) to human health and/or the environment and should be consistent with the objectives of, and contribute to the performance of the corrective measures to be selected by EPA in the FDRTC(s) for the North Parcel or any amendment(s) thereto.

- d. Each IM Work Plan shall include the following sections as appropriate and approved by EPA: Interim Measures Objectives, Public Involvement Plan, Data Collection Quality Assurance, Data Management, Design Plans and Specifications, Operation and Maintenance, Project Schedule, Interim Measures Construction Quality Assurance, and Reporting Requirements. Concurrent with submission of an IM Work Plan, Chemtrade shall submit to EPA an IM Health and Safety Plan unless EPA determines and notifies Respondents that plans that Respondents have previously submitted to EPA regarding the North Parcel are sufficient for such purposes.

B. Corrective Measures Implementation

1. Corrective Measures Work Plan(s) and Design(s)

- a. Within sixty (60) calendar days of the Effective Date of this Consent Order, Drawbridge shall submit to EPA for approval a CMI Work Plan for the implementation of the Final Remedy selected by EPA in the South Parcel FDRTC.
 - i. The CMI Work Plan shall include a schedule to implement the Final Remedy, including but not limited to the land and groundwater use restrictions that were selected as part of the Final Remedy. The CMI Work Plan shall be developed in accordance with the Scope of Work for CMI, and will establish, document, and report the methods that will be used to implement and monitor compliance with the land and/or groundwater use restrictions and ensure that they remain in place and effective and run with the land. EPA's Scopes of Work and relevant guidance are available at: http://www.epa.gov/reg3wcmd/ca/ca_resources.htm.
 - ii. Upon EPA approval of a CMI Work Plan, Drawbridge shall provide geographical survey coordinates for: 1) the parcel(s) addressed in the CMI Work Plan, including each point (property corner) identified in the metes and bounds description (or each vertex of the polygon) and 2) each area subject to a use restriction, as follows:
 - iii. Longitude and latitude in the decimal degrees, to at least seven (7) decimal places, using the World Geodetic System (WGS) 1984 datum, with west longitude indicated as a negative number. The coordinates shall be provided in a tabular format as follows: 1) the first and last coordinate values in the table should be the same, and should represent the coordinates of the Point of Beginning of the metes and bounds description; 2) if the metes and bounds

description includes arc segments (rather than straight line segments) defined by the beginning and ending of an arc of a specific radius, additional geographical control points should be calculated along the arc so that a straight line approximation from point to point does not deviate from the true arc by more than 0.1 foot; and 3) the table of coordinate values should be provided separately as an electronic file, in a comma separated value (CSV) format, or provided as a Keyhole Markup Language (KML) file.

- iv. On August 31, 2016, Drawbridge submitted to EPA for review and comment, a Preliminary 30% CMI Design Report which was developed in accordance with the Scope of Work for CMI.
 - v. Within forty-five (45) calendar days of receipt of EPA's comments on the Preliminary 30% CMI Design Report, Drawbridge shall incorporate those comments and submit to EPA for approval a Final 90% CMI Design Report (with complete plans and specifications). The 90% CMI Design Report shall be developed in accordance with the Scope of Work for CMI.
 - vi. Upon receipt by Drawbridge of EPA's approval of the Final 90% CMI Design Report, said Report shall be incorporated into and become enforceable under this Consent Order, and Drawbridge shall implement it in accordance with the schedules and provisions contained therein.
- b. Within sixty (60) calendar days of the issuance by EPA of a FDRTC for the North Parcel, or portion thereof, Chemtrade, shall submit to EPA for approval a CMI Work Plan for the implementation of the corrective measures selected by EPA for the North Parcel, or any portion thereof. Upon issuance of a FDRTC, said FDRTC shall be incorporated into and become enforceable under this Consent Order.
- i. The CMI Work Plan shall include a schedule to implement the Final Remedy, including but not limited to any land and groundwater use restrictions selected as part of the FDRTC for the North Parcel or portion thereof. The CMI Work Plan shall be developed in accordance with the Scope of Work for CMI, and will establish, document, and report the methods that will be used to implement and monitor compliance with the land and/or groundwater use restrictions and ensure that they remain in place and effective and run with the land. EPA's Scopes of Work and relevant guidance are available at:
http://www.epa.gov/reg3wcmd/ca/ca_resources.htm.

- ii. To the extent land and groundwater use restrictions are selected as part of the FDRTC for the North Parcel or portion thereof, upon approval by EPA of a CMI Work Plan, Chemtrade shall provide geographical survey coordinates for: 1) the parcel(s) addressed in the CMI Work Plan, including each point (property corner) identified in the metes and bounds description (or each vertex of the polygon) and 2) each area subject to a use restriction, as follows:
 - 1. Longitude and latitude in the decimal degrees, to at least seven (7) decimal places, using the World Geodetic System (WGS) 1984 datum, with west longitude indicated as a negative number. The coordinates shall be provided in a tabular format as follows: 1) the first and last coordinate values in the table should be the same, and should represent the coordinates of the Point of Beginning of the metes and bounds description; 2) if the metes and bounds description includes arc segments (rather than straight line segments) defined by the beginning and ending of an arc of a specific radius, additional geographical control points should be calculated along the arc so that a straight line approximation from point to point does not deviate from the true arc by more than 0.1 foot; and 3) the table of coordinate values should be provided separately as an electronic file, in a comma separated value (CSV) format, or provided as a Keyhole Markup Language (KML) file.
- iii. To the extent the corrective measures selected in an FDRTC require construction, within sixty (60) calendar days of receipt of EPA approval of the CMI Work Plan, Chemtrade shall submit to EPA, for review and comment, the Preliminary 30% CMI Design Report which shall be developed in accordance with the Scope of Work for CMI.
- iv. Within forty-five (45) calendar days of receipt of EPA's comments on the Preliminary 30% CMI Design Report, Chemtrade shall incorporate those comments and submit to EPA for approval a Final 90% CMI Design Report (with complete plans and specifications). Each 90% CMI Design Report shall be developed in accordance with the Scope of Work for CMI.
- v. Upon receipt by Chemtrade of EPA's approval of the Final 90% CMI Design Report, said Report shall be incorporated into and

become enforceable under this Consent Order, and Chemtrade shall implement it in accordance with the schedules and provisions contained therein.

2. Corrective Measures Construction

- a. For all corrective measures selected in an FDRTC that require construction, the Respondent responsible under this Section VI (Work to be Performed) for implementing such corrective measures (Performing Respondent) shall commence and complete construction of such corrective measures in accordance with the Scope of Work for the CMI and the schedules and specifications set forth in the respective EPA-approved CMI Work Plan and EPA-approved CMI Design Report(s).
- b. Within ninety (90) calendar days of completing the construction of corrective measures selected by EPA in an FDRTC, the Performing Respondent shall submit to EPA for approval a CMI Report. The CMI Report shall be developed in accordance with the specific Scope of Work for CMI and shall describe activities performed during construction, provide actual specifications of the implemented corrective measures, and provide a preliminary assessment of CMI performance.
- c. EPA shall determine, on the basis of the CMI Report and any other relevant information, whether the constructed corrective measures are consistent with the respective EPA-approved CMI Design Report(s). If EPA determines that the constructed corrective measures are consistent with the EPA-approved CMI Design Report(s) and that the constructed corrective measures have achieved or are achieving all of the requirements set forth in the respective FDRTC and the performance criteria established in the CMI Design Report(s), EPA shall approve the CMI Report.
- d. If EPA determines that the constructed corrective measures are inconsistent with the respective EPA-approved CMI Design Report(s) and/or that the constructed corrective measures have not achieved or are not achieving all of the requirements set forth in the respective FDRTC and the performance criteria established in the respective CMI Design Report(s), EPA shall notify Respondents in writing of those activities that must be undertaken to complete the corrective measures requirements and shall set forth a schedule for the completion of those activities. The Performing Respondent shall complete the activities in accordance with the schedule set forth in the EPA notification.
- e. The Performing Respondent shall take reasonable steps to restrict the use of the South Parcel or North Parcel, as applicable, in any manner that may interfere with a remedial action, operation and maintenance, monitoring, or other

corrective measures necessary to assure the effectiveness and integrity of the corrective measures to be implemented pursuant to this Order. Such restrictions may include, but are not limited to, the installation, construction, removal, or use of any wells or the excavation of any soil within areas exceeding soil cleanup levels as may be set forth in a FDRTC except as approved in advance and in writing by EPA as consistent with this Order.

3. Corrective Measures Implementation Assessment Report

- a. Within one (1) year after EPA approval of a CMI Report pursuant to subparagraph VI.B.2.c.above, the Performing Respondent shall submit a CMI Assessment Report to EPA for approval. The CMI Assessment Report shall provide an evaluation of the effectiveness of a Final Remedy in achieving the objectives set forth in a FDRTC.
- b. If, based on a CMI Assessment Report or any other information, EPA determines that a Final Remedy is not achieving the corrective action objectives set forth in a FDRTC and the performance criteria established in the respective CMI Design Report, EPA shall notify Respondents in writing of those activities that must be undertaken to meet the requirements of the respective FDRTC and the performance criteria established in the respective CMI Assessment Report and shall set forth a schedule for the completion of those activities. The Performing Respondent shall complete the activities in accordance with the schedule set forth in the EPA notification.
- c. No later than five (5) years after the Effective Date of this Consent Order and every five (5) years thereafter until Respondents' receipt of written notice from EPA that the Performing Respondent has demonstrated, to the satisfaction of EPA, that the terms of this Consent Order, including any additional tasks determined by EPA to be required pursuant to this Consent Order, have been satisfactorily completed, Drawbridge shall submit to EPA a CMI Five-Year Assessment Report for each Final Remedy selected by EPA in the FDRTC for the South Parcel for approval. Such Report shall contain an evaluation of the past and projected future effectiveness of such Final Remedy in achieving the corrective action objectives set forth in each FDRTC and the performance criteria established in the respective CMI Design Report.
- d. No later than five (5) years after the issuance of the FDRTC for the North Parcel and every five (5) years thereafter until Chemtrade's receipt of written notice from EPA that Chemtrade has demonstrated, to the satisfaction of EPA, that the terms of this Consent Order, including any additional tasks determined by EPA to be required pursuant to this Consent Order, have been satisfactorily completed, Chemtrade shall submit to EPA a CMI Five-Year Assessment Report for each Final Remedy selected by EPA in the FDRTC for the North Parcel for approval. Such Report shall contain an evaluation of the

past and projected future effectiveness of such Final Remedy in achieving the corrective action objectives set forth in each FDRTC and the performance criteria established in the respective CMI Design Report.

- e. Respondents may, as part of a CMI Five-Year Assessment Report, request that EPA select, for the purposes of this Consent Order, an alternative and/or supplemental corrective measures.
- f. In the event EPA selects an alternative and/or supplemental corrective measure(s), EPA may provide the Respondents with a period of thirty (30) calendar days from the date the Respondent receives written notice from EPA of the selection of an alternative and/or supplemental corrective measure(s) within which to reach an agreement with EPA regarding performance of the alternative and/or supplemental corrective measure(s) in lieu of, or in addition to, the corrective measures. Any such agreement between EPA and Respondents shall be incorporated into and become enforceable under this Consent Order in accordance with Section XXII. SUBSEQUENT MODIFICATION and Respondents shall implement the activities required under any such agreement in accordance with any schedule and provisions contained therein.
- g. Nothing herein shall limit EPA's authority to implement or require performance of alternative and/or supplemental corrective measure(s) or to take any other appropriate action under RCRA, or any other legal authority, including the issuance of a unilateral administrative order or the filing of a civil action.

4 Institutional Controls

- a. On the Effective Date of this Consent Order and continuing thereafter, Drawbridge shall comply with the following use restrictions:
 - i. The South Parcel shall be restricted to commercial and/or industrial purposes and shall not be used for residential purposes unless it is demonstrated to EPA, in consultation with DNREC, that such use will not pose a threat to human health or the environment or adversely affect or interfere with the Final Remedy selected by EPA in the May 10, 2016 FDRTC and EPA, in consultation with DNREC, provides prior written approval for such use.
 - ii. All monitoring, maintenance and inspections of the cap required in the South Parcel FDRTC shall be conducted in compliance with an EPA/DNREC approved Cap Management Plan (CAP).

- iii. Groundwater at the South Parcel shall not be used for any purpose other than to conduct the operation, maintenance, and monitoring activities required by DNREC and/or EPA, unless it is demonstrated to EPA, that such use will not pose a threat to human health or the environment or adversely affect or interfere with the Final Remedy selected by EPA in the May 10, 2016 FDRTC and EPA provides prior written approval for such use and no new wells will be installed on the South Parcel property unless it is demonstrated to EPA that such wells are necessary to implement the final remedy and EPA provides prior written approval to such wells.
 - iv. All earth moving activities, including excavation, drilling, and construction activities, in the area at the South Parcel where any contaminants remain in soils above EPA Region III's Screening Levels for Industrial Soils or in groundwater above their MCLs or EPA health based screening level for tap water, shall be conducted in compliance with and EPA and/or DNREC approved Materials Management Plan (MMP).
- b. With respect to preparation of the environmental covenant (Covenant) Drawbridge shall:
 - i. Within sixty (60) days of the Effective Date of this Consent Order, submit to EPA for review and approval a draft Covenant for the South Parcel, which includes the restrictions in Paragraph VI.B.4.a immediately above, suitable to execute and record in the Circuit Court Clerk's Office, New Castle County, State of Delaware, pursuant to the Delaware Uniform Environmental Covenants Act, 7 Del. C. Chapter 79, Subchapter II (UECA).
 - ii. within forty-five (45) days of EPA's written approval of the Covenant, record the Covenant in the Circuit Court Clerk's Office, New Castle County, State of Delaware; and
 - iii. within thirty (30) days of recording the Covenant, provide EPA with a certified copy of the original recorded Covenant showing the clerk's recording stamps.
- c. To the extent that land and/or groundwater use restrictions are required by the selected corrective measures in a FDRTC for the North Parcel, or portion thereof, on property owned or controlled by Chemtrade, Chemtrade shall:

- i. within sixty (60) calendar days of the issuance of such FDRTC, submit to EPA for review and approval a Covenant for the North Parcel, suitable to execute and record pursuant to UECA, which includes the land and/or groundwater use restrictions required by the FDRTC;
 - ii. within forty-five (45) days of EPA's written approval of the Covenant, record the Covenant in the Circuit Court Clerk's Office, New Castle County, State of Delaware; and
 - iii. within thirty (30) days of recording the Covenant, provide EPA with a certified copy of the original recorded Covenant showing the clerk's recording stamps.
- d. To the extent that land and/or groundwater use restrictions are required by the selected corrective measures in a FDRTC for the North parcel, or portion thereof, on property not owned or controlled by Chemtrade, Chemtrade shall:
 - i. within sixty (60) days of the issuance of such FDRTC, use best efforts to secure from the owner(s) of such property an agreement by such owner(s) to execute and record a Covenant pursuant to UECA, which includes the land and/or groundwater use restrictions required by the FDRTC;
 - ii. within sixty (60) days from obtaining consent under Paragraph VI.B.4.d.i., immediately above, submit to EPA for review and approval a draft Covenant;
 - iii. Within forty-five (45) days of EPA's written approval of the Covenant, record the Covenant in the Circuit Court Clerk's Office, New Castle County, State of Delaware; and
 - iv. Within thirty (30) days of recording the Covenant, provide EPA with a certified copy of the original recorded Covenant showing the clerk's recording stamps.
- e. For purposes of Paragraph VI.B.4.d of this Order, "best efforts" include the payment of reasonable sums of money in consideration of access, access easements, land/water use restrictions, restrictive covenants, and/or an agreement to release or subordinate a prior lien or encumbrance. Reasonable sums of money means the fair market value of the right of access necessary to implement the requirements of this

Consent Order. If an environmental covenant required by Paragraph VI.B.4.d of this Order is not submitted to EPA in draft form within sixty (60) days of the date of entry of this Order for the South Parcel or within sixty (60) days of the date of issuance of a FDRTC for the North Parcel, or portion thereof, Performing Respondent shall promptly notify EPA in writing, and shall include in that notification a summary of the steps that have been taken to attempt to comply with Paragraph VI.B.4.d of this Order. EPA may, as it deems appropriate, assist Respondents in obtaining land and/or groundwater use restrictions. EPA reserves any right it may have to require that Respondents reimburse EPA for all reasonable costs incurred by EPA in obtaining land and groundwater use restrictions, including, but not limited to, attorney's fees and the amount of any just compensation and costs incurred by EPA. Provided that EPA has determined that such Respondent(s) has used good faith efforts to obtain the Covenants required by Paragraph VI.B.4.d of this Order, such Respondent shall not be deemed in violation of Paragraph VI.B.4.d of this Order.

C. Submissions/EPA Approval/Additional Work

1. EPA will review the Work Plans and reports and all other documents submitted by Respondents pursuant to this Consent Order, with the exception of progress reports (Submissions), and will notify Respondents in writing of EPA's approval or disapproval of each such Submission. In the event of EPA's disapproval, EPA shall specify in writing any deficiencies in the Submission. Such disapproval shall not be subject to the dispute resolution procedures of Section XV, below.

2. Within thirty (30) calendar days of receipt of EPA's comments on the Submission, or ten (10) calendar days in the case of an IM Work Plan, the Respondent responsible for the Submission or IM Work Plan shall submit to EPA for approval a revised Submission, which responds to any comments received and/or corrects any deficiencies identified by EPA. In the event that EPA disapproves of the revised Submission, the Respondent that submitted the revised Submission may invoke the dispute resolution procedures of Section XV, below. In the event EPA disapproves the revised Submission, EPA reserves the right to revise such Submission and seek to recover from the Respondent that submitted the revised Submission the costs thereof, in accordance with CERCLA and any other applicable law. Any Submission approved or revised

by EPA under this Consent Order shall be deemed incorporated into and made an enforceable part of this Consent Order.

3. Commencing one year from the Effective Date of this Consent Order and annually on the anniversary thereafter, Drawbridge shall provide EPA with a progress report for the South Parcel. Commencing one year from the issuance of the FDRTC for the North Parcel and annually on the anniversary thereafter, Chemtrade shall provide EPA with a progress report for the North Parcel.

4. One electronic and one hard copy of all Submissions required by this Consent Order shall be hand-delivered or sent to the Project Coordinator designated pursuant to Section XI by Overnight Mail, Return Receipt Requested, to the Project Coordinator designated pursuant to Section XI (PROJECT COORDINATORS), below.

5. All work performed pursuant to this Consent Order shall be under the direction and supervision of a professional engineer or geologist with expertise in hazardous waste site investigation. Within thirty (30) calendar days after the effective date of this Consent Order, each Respondent shall submit to EPA, in writing, the name, title, and qualifications of their respective engineer or geologist and of any contractors or subcontractors to be used in carrying out the terms of this Consent Order. Notwithstanding Respondents' selection of an engineer, geologist, contractor or subcontractor, nothing herein shall relieve Respondents of their obligation to comply with the terms and conditions of this Consent Order. EPA shall have the right to disapprove the use of any professional engineer, geologist, contractor or subcontractor selected by Respondents if EPA determines that the selected professional engineer, geologist, contractor or subcontractor does not have sufficient technical expertise. EPA's disapproval shall not be subject to review under Section XV (DISPUTE RESOLUTION) of this Consent Order, or otherwise. Within fifteen (15) calendar days of receipt from EPA of written notice disapproving the use of any professional engineer, geologist, contractor or subcontractor by a Respondent, such Respondent shall notify EPA, in writing, of the name, title and qualifications of the personnel who will replace the personnel disapproved by EPA. Each Respondent shall notify EPA ten (10) days prior to changing voluntarily its engineer or geologist, and/or contractors or subcontractors to be used in carrying out the terms of this Consent Order, and shall submit to EPA in writing, the name, title, and qualifications of such person(s).

6. EPA may determine that certain tasks and deliverables including, but not limited to, investigatory work or engineering evaluation require additional work. These tasks and deliverables may or may not have been in the EPA-approved Work Plans. If EPA determines that such additional work is necessary, EPA shall request, in writing, that Performing Respondent perform the additional work and shall specify the reasons for EPA's determination that additional work is necessary. Within fifteen (15) calendar days after the receipt of such request, or as otherwise agreed by the parties, the Performing Respondent shall have the opportunity to meet or confer with EPA to discuss the additional work EPA has requested. In the event that the Performing Respondent agrees to perform the additional work, this Consent Order shall be modified in accordance with Section XXII (SUBSEQUENT MODIFICATION) below, and such work shall be performed in accordance with this Consent Order. In the event that Performing Respondent declines or fails to perform the additional work, EPA reserves the right, at a minimum, to order the Performing Respondent to perform such additional work; to perform such additional work itself and to use any authority it may have to recover from the Performing Respondent all costs of performing such additional work; and to disapprove the Work Plans, the CMI Reports and/or any other Submissions. Respondents reserve their rights and defenses to challenge any such action by EPA, subject to Section I.D.

VII. QUALITY ASSURANCE

A. Throughout all sample collection and analysis activities, Respondents shall use EPA-approved quality assurance, quality control, and chain-of-custody procedures, as specified in the EPA-approved Work Plans. In addition, Respondents shall:

1. Ensure that laboratories used by Respondents for analyses perform such analyses according to the EPA methods included in Test Methods for Evaluating Solid Waste (SW-846, November 1986) or other methods deemed satisfactory to EPA. If methods other than EPA methods are to be used, Respondents shall submit all analytical protocols to be used for analyses to EPA for approval at least thirty (30) calendar days prior to the commencement of analyses and shall obtain EPA approval prior to the use of such analytical protocols.

2. Ensure that laboratories used by Respondents for analyses participate in a quality assurance/quality control program equivalent to that which is followed by EPA. As part of such a program, and upon request by EPA, such laboratories shall perform analyses of samples provided by EPA to demonstrate the quality of the analytical data.

3. Inform the EPA Project Coordinator at least fourteen (14) calendar days in advance of any laboratory analysis regarding which laboratory will be used by Respondents and ensure that EPA personnel and EPA authorized representatives have reasonable access to the laboratories and personnel used for analysis.

VIII. ON-SITE AND OFF-SITE ACCESS

A. EPA and/or its authorized representatives shall have the authority to enter and freely move about all property at the Facility owned or controlled by Respondents during the pendency of this Consent Order for the purposes of, inter alia: interviewing Facility personnel and contractors controlled by Respondents; inspecting Respondents' records, operating logs, and contracts related to this Consent Order reviewing the progress of Respondents in carrying out the terms of this Consent Order; conducting such tests, sampling or monitoring as EPA or its Project Coordinator deems necessary; using a camera, sound recording, or other documentary type equipment; and verifying the reports and data submitted to EPA by Respondents. Respondents shall permit such persons to inspect and copy all records, files, photographs, documents, and other writings, including all sampling and monitoring data, that pertain to work undertaken pursuant to this Consent Order. EPA intends to comply with health, environmental, safety and security requirements identified in advance of EPA's entry where EPA has determined that compliance with such requirements is practicable.

B. To the extent that work required by this Consent Order, or by any EPA-approved Work Plan prepared pursuant hereto, must be done on property not owned or controlled by a Respondent, Performing Respondent shall use its best efforts to obtain site access agreement(s) from the present owner(s) and/or lessee(s) of such property, as appropriate, within thirty (30) calendar days of receipt of EPA approval of any Work Plan pursuant to this Consent Order

which requires work on such property. For purposes of this paragraph, best efforts shall include, at a minimum, but shall not be limited to: a) a certified letter from the Performing Respondent to the present owner(s) or lessee(s) of such property requesting agreements to permit the Performing Respondent, EPA, and its authorized representatives to have access to such property; and b) the payment of reasonable sums of money in consideration of access. Reasonable sums of money means the fair market value of the right of access necessary to implement the requirements of this Consent Order. In the event that such agreements for access are not obtained within thirty (30) calendar days after receipt of EPA approval of any Work Plan pursuant to this Consent Order which requires work on property which is not owned or controlled by either Respondent, the Performing Respondent shall notify EPA, in writing, within seven (7) calendar days after the conclusion of such thirty-day period, regarding both the efforts undertaken to obtain access and the inability to obtain such agreements. In the event that Respondent fails to obtain off-site access, despite the exercise of best efforts, EPA, in its discretion, may assist Performing Respondent in obtaining off-site access for Respondent. Performing Respondent shall reimburse EPA for all reasonable costs incurred by EPA in obtaining access, including, but not limited to, attorneys' fees and the amount of any just compensation and costs incurred by EPA. Provided that Performing Respondent has demonstrated to EPA's satisfaction that it has used best efforts to obtain the access described in Paragraph B. of Section VIII of this Consent Order, such Respondent shall not be deemed to be in violation of Paragraph B. of Section VIII. of this Consent Order.

C. Nothing in this Consent Order limits or otherwise affects EPA's rights of access and entry pursuant to applicable law, including, but not limited to, RCRA and CERCLA.

IX. SAMPLING AND DATA/DOCUMENT AVAILABILITY

A. Each Respondent shall submit to EPA the results of all validated sampling and/or tests or other data generated by, or on behalf of, such Respondent in accordance with the requirements of this Consent Order.

B. Respondents shall notify EPA, in writing, at least fourteen (14) calendar days in advance of any field activities, including but not limited to, well drilling, installation of equipment, or sampling on their respective parcels. At the request of EPA, Respondents shall provide or allow EPA or its authorized representatives to take split or duplicate samples of all samples collected by Respondents pursuant to this Consent Order. Nothing in this Consent Order shall limit or otherwise affect EPA's authority to collect samples pursuant to applicable law, including, but not limited to, RCRA and CERCLA.

C. Respondents may assert a business confidentiality claim covering all or part of any information submitted to EPA pursuant to this Consent Order in the manner described in 40 C.F.R. § 2.203(b). Any assertion of confidentiality shall be adequately substantiated by Respondents when the assertion is made in accordance with 40 C.F.R. § 2.204(e)(4). Information subject to a confidentiality claim shall be disclosed only to the extent allowed by, and in accordance with, the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such

confidentiality claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to Respondents. Respondents shall not assert any confidentiality claim with regard to any physical, sampling, monitoring, or analytical data.

D. If Respondents wish to assert a privilege with regard to any document which EPA seeks to inspect or copy pursuant to this Consent Order, Respondents shall identify the document, the privilege claimed, and the basis therefore in writing. For the purposes of this Consent Order, privileged documents are those documents exempt from discovery from the United States in litigation under the Federal Rules of Civil Procedure. Respondents shall not assert a privilege with regard to analytical, sampling and monitoring data collected by Respondents under this Order.

X. RECORD PRESERVATION

Respondents agree that they shall preserve, during the pendency of this Consent Order and for a minimum of at least six (6) years after their termination, all data, records and documents in their possession or in the possession of its divisions, officers, directors, employees, agents, contractors, successors, and assigns which relate in any way to this Consent Order or to hazardous waste management and/or disposal. After six (6) years, Respondents shall make such records available to EPA for inspection or shall provide copies of such records to EPA. A Respondent shall notify EPA at least thirty (30) calendar days prior to its proposed destruction of any such records, and shall provide EPA with a reasonable opportunity to inspect, copy and/or take possession of any such records. Respondents shall not destroy any record to which EPA has requested access for inspection and/or copying until EPA has obtained such access or withdrawn its request for such access. Nothing in this Section X shall in any way limit the authority of EPA under Section 3007 of RCRA, 42 U.S.C. § 6927, or any other access or information-gathering authority.

XI. PROJECT COORDINATORS

A. EPA hereby designates Russell H. Fish as the EPA Project Coordinator. Within ten (10) calendar days of the Effective Date of this Consent Order, each Respondent shall notify EPA, in writing, of the Project Coordinator it has selected. Respondents' legal counsel shall not serve as Respondents' Project Coordinator. Each Project Coordinator shall be responsible for overseeing his or her company's implementation of the Consent Order. The EPA Project Coordinator will be EPA's primary designated representative. To the maximum extent possible, all communications between Respondents and EPA, and all documents, reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Consent Order, shall be directed through the Project Coordinators.

B. Each party agrees to provide at least seven (7) calendar days written notice to the other party prior to changing Project Coordinators.

C. If EPA determines that conditions or activities at the South Parcel or North Parcel, whether or not in compliance with this Consent Order, have caused or may cause a release or threatened release of hazardous wastes, hazardous constituents, hazardous substances, pollutants or contaminants which threaten or may pose a threat to the public health or welfare or to the environment, EPA may direct that Respondents stop further implementation of this Consent Order for such period of time as may be needed to abate any such release or threatened release and/or to undertake any action which EPA determines is necessary to abate such release or threatened release.

D. The absence of the EPA Project Coordinator from the South Parcel or North Parcel shall not be cause for the delay or stoppage of work.

XII. NOTIFICATION

A. Unless otherwise specified, reports, correspondence, approvals, disapprovals, notices, or other submissions relating to or required under this Consent Order shall be in writing and shall be sent as follows:

1. One electronic and two hard copies of all documents shall be submitted to:

Russell H. Fish
Land and Chemicals Division
USEPA Region III
1650 Arch Street (3LC20)
Philadelphia, PA 19103
(215) 814-3226
fish.russell@epa.gov

2. One copy of all documents to be submitted to EPA shall also be sent to:

Lawrence Matson, P.G.
Delaware Department of Natural Resources and Environmental Control
Solid and Hazardous Waste Management Section
89 Kings Highway
Dover, DE 19901

3. One copy of all documents shall be submitted to:

Chemtrade Solutions LLC
David Burroughs
Director, Environmental Compliance
P.O. Box 52147

10889 Hwy 1 South
Shreveport, LA 71135
dburroughs@chemtradelogistics.com

4. One copy of all documents shall be submitted to:

Dean A. Calland, Esq.
Babst, Calland, Clements & Zomnir, P.C.
Two Gateway Center
Pittsburgh, PA 15222
dcalland@babstcalland.com

5. One copy of all documents relating to the South Parcel shall be submitted to:

Drawbridge Claymont, LLC
34 E. Germantown Pike, #203
Norristown, PA 19401
Attention: Keith J. Delaney
kdelaney@d2mgmt.net

Brownfield Management Association, LLC
790 Frontage Road, Suite 200
Northfield, Ill 60093
Attention: Adam Meek
Adam.meek@bmabox.com

B. Any notice, report, certification, data presentation, or other document submitted by a Respondent pursuant to this Consent Order which discusses, describes, demonstrates, or supports any finding or makes any representation concerning Respondent's compliance or noncompliance with any requirement of this Consent Order shall be certified by a responsible corporate officer or a duly authorized representative of a responsible corporate officer. A responsible corporate officer means: (a) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation, or (b) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures. A person is a duly authorized representative only if: (1) the authorization is made in writing by a person described above; (2) the authorization specifies either an individual or position having responsibility for overall operation of the regulated facility or activity (a duly authorized representative may thus be either a named individual or any individual occupying a named position); and (3) the written authorization is submitted to the Project Coordinator designated by EPA in Section XI (PROJECT COORDINATORS) of this Consent Order.

- C. The certification required by paragraph B, above, shall be in the following form:

I certify that the information contained in or accompanying this [type of submission] is true, accurate, and complete.

As to [the/those identified portion(s)] of this [type of submission] for which I cannot personally verify [its/their] accuracy, I certify under penalty of law that this [type of submission] and all attachments were prepared in accordance with procedures designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, or the immediate supervisor of such person(s), the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

Signature : _____

Name : _____

Title : _____

XIII. COST ESTIMATES AND ASSURANCES OF FINANCIAL RESPONSIBILITY

A. Estimated Cost of Work

1. Ninety (90) days after the Effective Date of this Consent Order, Drawbridge shall submit to EPA for approval detailed written estimates, in current dollars, of the cost of hiring a third party to perform the work (Cost Estimate) under Section VI (WORK TO BE PERFORMED) for the South Parcel. Ninety (90) days after the issuance of the FDRTC for the North Parcel, Chemtrade shall submit to EPA for approval a Cost Estimate for the work to be performed under Section VI (WORK TO BE PERFORMED) for the North Parcel. The Cost Estimate must account for the costs of all foreseeable work, including but not limited to all investigations and reports, construction work, monitoring, and other long term care work. All Cost Estimates shall be consistent with the requirements of 40 C.F.R. § 264.142 and § 264.144. References in these regulations to closure and post-closure shall mean the Work to Be Performed pursuant to Section VI of this Consent Order.

2. Respondents shall annually adjust the Cost Estimate for inflation and for changes in the scope of the Work to Be Performed until the work required by this Consent Order is completed. Within thirty (30) days after the close of their respective fiscal years, Respondents shall submit each annual Cost Estimate to EPA for review.

3. If at any time EPA determines that a cost estimate provided pursuant to this Section XIII is inadequate, EPA shall notify the Respondent in writing, stating the basis for its determination. If at any time Respondents become aware of information indicating that any Cost Estimate provided pursuant to this Section is inadequate, Respondents shall notify EPA in writing of such information within ten (10) days. Within thirty (30) days of EPA's notification, or within thirty (30) days of becoming aware of such information, as the case may be, Respondents shall submit a revised Cost Estimate to EPA for review.

B. Assurances of Financial Responsibility for Completing the Work

1. Within sixty (60) days after EPA approves the initial Cost Estimate submitted by a Respondent, such Respondent shall establish financial assurance for the benefit of the EPA. In the event that EPA approval of a Respondent's initial Cost Estimate is not received within thirty (30) days after close of such Respondent's fiscal year, such Respondent shall establish and maintain the financial assurance in the amount of the Cost Estimate submitted pursuant to Paragraph XIII.A.1. within ninety (90) days of the end of its fiscal year. Respondents shall maintain adequate financial assurance until EPA releases Respondents from this requirement pursuant to Section XXIV (TERMINATION AND SATISFACTION). Respondents shall update their respective financial instrument or financial test demonstration to reflect changes to the Cost Estimate within ninety (90) days after the close of their respective fiscal years. Each Respondent may use one or more of the financial assurance forms described in subparagraphs i - vi immediately below. Any and all financial assurance documents shall be satisfactory in form and substance as provided in 40 C.F.R. Part 264, Subpart H.

- i. A trust fund established for the benefit of EPA, administered by a trustee;
- ii. A surety bond unconditionally guaranteeing performance of the Work in accordance with this Consent Order, or guaranteeing payment at the direction of EPA into a standby trust fund that meets the requirements of the trust fund in subparagraph i above;
- iii. An irrevocable letter of credit, payable at the direction of the Director, Land and Chemicals Division, into a standby trust fund that meets the requirements of the trust fund in subparagraph i above;
- iv. An insurance policy that provides EPA with rights as a beneficiary, issued

for a face amount at least equal to the current Cost Estimate, except where costs not covered by the insurance policy are covered by another financial assurance instrument;

- v. A corporate guarantee, executed in favor of the EPA by one or more of the following: (1) a direct or indirect parent company, or (2) a company that has a "substantial business relationship" with the Respondent (as defined in 40 C.F.R. § 264.141(h)), to perform the Work to Be Performed under Section VI of this Consent Order or to establish a trust fund as permitted by subparagraph i above; provided, however, that any company providing such a guarantee shall demonstrate to the satisfaction of the EPA that it satisfies the financial test requirements of 40 C.F.R. § 264.143(f) with respect to the portion of the Cost Estimate that it proposes to guarantee.
- vi. A demonstration by Respondent that it meets the financial test criteria of 40 C.F.R. § 264.143(f) are satisfied.

2. Each Respondent shall submit all original executed and/or otherwise finalized instruments to the EPA Region III Regional Hearing Clerk (3RC00), U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029 within thirty (30) days after date of execution or finalization as required to make the documents legally binding. Each Respondent shall also provide copies to the EPA Project Coordinator.

3. If at any time either Respondent provides financial assurance for completion of the Work by means of a corporate guarantee or financial test, said Respondent shall also comply with the other relevant requirements of 40 C.F.R. § 264.143(f), 40 C.F.R. § 264.151(f), and 40 C.F.R. § 264.151(h)(1) relating to these methods, and will promptly provide any additional information requested by EPA from

Respondent or corporate guarantor within seven (7) calendar days of its receipt of such request from EPA or the corporate guarantor.

4. For purposes of the corporate guarantee or the financial test described above, references in 40 C.F.R. § 264.143(f) to "the sum of current closure and post-closure costs and the current plugging and abandonment cost estimates" shall mean "the sum of all environmental remediation obligations, including, but not limited to, obligations under the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 *et seq.*, RCRA, the Underground Injection Control Program promulgated pursuant to the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*, and the Toxic Substances Control Act, 42 U.S.C. §§ 2601, *et seq.*, and any other federal or state environmental obligation guaranteed by such company or for which such company is otherwise financially obligated in addition to the Cost Estimate.

5. Each Respondent may combine more than one mechanism to demonstrate financial assurance for the Work to Be Performed under Section VI of this Consent Order.

6. Each Respondent may satisfy its obligation to provide financial assurance for the Work to be Performed under Section VI herein by providing a third party who assumes full responsibility for said work and otherwise satisfies the obligations of the financial assurance requirements of this Consent Order; however, each Respondent shall remain responsible for providing financial assurance in the event such third party fails to do so and any financial assurance from a third party shall be in one of the forms provided in subparagraphs XIII.B.1.(i.) through (vi.) above.

7. If at any time EPA determines that a financial assurance mechanism provided pursuant to this Section XIII is inadequate, EPA shall notify each Respondent in writing. If at any time either Respondent becomes aware of information indicating that any financial assurance mechanism(s) provided pursuant to this Section XIII is inadequate, such Respondent shall notify EPA in writing of such information within ten (10) days of its becoming aware of such information. Within ninety (90) days of receipt of notice of EPA's determination, or within ninety (90) days of Respondent's becoming aware of such information, such Respondent shall establish and maintain adequate financial assurance for the benefit of the EPA which satisfies all requirements set forth in this Section. Any and all financial assurance documents provided pursuant to this Consent Order shall be submitted to EPA for review in draft form at least forty-five (45) days before they are due to be filed and shall be satisfactory in form and substance as determined by EPA.

8. Either Respondent's inability or failure to establish or maintain financial assurance for completion of the Work to be Performed under Section VI of this Consent Order shall in no way excuse performance of any other requirements of this Consent Order.

9. Modification of Amount and/or Form of Performance Guarantee

i. Reduction of Amount of Financial Assurance. If a Respondent believes that the Cost Estimate has diminished below the amount covered by the existing financial assurance provided under this Consent Order, such Respondent may, at the same time that such Respondent submits the annual Cost Estimate, submit a written proposal to EPA for approval to reduce the amount of the financial assurance to equal the revised Cost Estimate.

ii. Change of Form of Financial Assurance. If a Respondent desires to change the form or terms of financial assurance, such Respondent may, at the same time that such Respondent submits the annual Cost Estimate, submit a written proposal to EPA for approval to change the form of financial assurance. The written proposal shall specify all proposed instruments or other documents

required in order to make the proposed financial assurance legally binding and shall satisfy all requirements set forth in this Section XIII. Within ten (10) days after receiving written approval of the proposed revised or alternative financial assurance, Respondent shall execute and/or otherwise finalize all instruments or other documents required in order to make the selected financial assurance legally binding. Each Respondent shall submit all executed and/or otherwise finalized instruments or other documents required in order to make the selected financial assurance legally binding to the EPA Region III Regional Hearing Clerk (3RC00), U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029, with a copy to EPA's Project Manager, as provided in Section XII (NOTIFICATIONS) above.

10. Release of Financial Assurance. A Respondent may submit a written request to the Director, Land and Chemicals Division that EPA release such Respondent from the requirement to maintain financial assurance under this Section XIII upon receipt of written notice from EPA pursuant to Section XXIV that, as set forth therein, the terms of this Consent Order have been satisfactorily completed. If said request is granted, the Director, Land and Chemicals Division shall notify the Respondent and the provider(s) of the financial assurance that Respondent is released from all financial assurance obligations under this Consent Order.

XIV. DELAY IN PERFORMANCE/STIPULATED PENALTIES

A. Unless there has been a written modification of a compliance date by EPA, or excusable delay as defined below in Section XVI (FORCE MAJEURE AND EXCUSABLE DELAY), in the event that a Respondent fails to comply with any requirement for which such Respondent is responsible, as set forth in this Consent Order, such Respondent shall pay stipulated penalties, as set forth below, upon receipt of written demand by EPA. Compliance by each Respondent shall include commencement or completion, as appropriate, of any activity, plan, study, or report required by and in accordance with this Consent Order regarding its respective parcel within the specified time schedules in and approved under this Consent Order. Stipulated penalties shall accrue as follows:

1. For failure to commence, perform or complete work as prescribed in this Consent Order: \$1,250 per day for one to seven days or part thereof of noncompliance, and \$2,500 per day for each day of noncompliance, or part thereof, thereafter;
2. For failure to comply with the provisions of this Consent Order after receipt of notice of noncompliance by EPA: \$1,500 per day for one to seven days or part thereof of noncompliance, and \$2,500 per day for each day of noncompliance, or part thereof, thereafter; in addition to any stipulated penalties imposed for the underlying noncompliance;

3. For failure to submit deliverables as required by this Consent Order, or for failure to comply with this Consent Order not described in subparagraphs 1 and 2 above: \$500 per day for one to seven days or part thereof of noncompliance, and \$750 per day for each day of noncompliance, or part thereof, thereafter.

B. Except as specified in Paragraph C. of this Section XIV., all penalties shall begin to accrue on the date that complete performance is due or a violation occurs, and shall continue to accrue through the final day of or correction of the violation. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this Consent Order.

C. In the event that EPA directs Chemtrade to perform work under this Consent Order for the South Parcel, the earliest that stipulated penalties will begin to accrue against Chemtrade for violations by Chemtrade of such work is fifteen (15) calendar days after EPA notifies Chemtrade that Drawbridge has failed to timely cure or correct such non-performance. In the event that EPA directs Chemtrade to perform work at the North Parcel pursuant to Section VI.CC. of this Order, the earliest that stipulated penalties will begin to accrue against Chemtrade for violations by Chemtrade of such work is fifteen (15) calendar days after EPA notifies Chemtrade that Drawbridge has failed to timely cure or correct such non-performance.

D. All penalties owed to EPA under this Section XIV shall be due within thirty (30) calendar days of receipt of a demand for payment unless Respondents invoke the dispute resolution procedures in Section XV, below. Such notification shall describe the noncompliance and shall indicate the amount of penalties due. Interest shall begin to accrue on the unpaid balance at the end of the thirty (30)-calendar day period and shall accrue at the United States Tax and Loan Rate.

E. All penalty payments shall be made by certified or cashier's check payable to the Treasurer of the United States of America and shall be remitted to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Office
P.O. Box 979077
St. Louis, MO 63197-9000

All payments shall reference the name of the Facility, Respondent's name and address, and the EPA Docket Number of this Consent Order. Copies of the transmittal of payment shall be sent simultaneously to the EPA Project Coordinator and the Regional Hearing Clerk (3RC00), U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, Pennsylvania 19103-2029.

F. Each Respondent may dispute EPA's demand for payment of stipulated penalties

for such Respondent's alleged violation of this Consent Order by invoking the dispute resolution procedures below in Section XV (DISPUTE RESOLUTION). Stipulated penalties shall continue to accrue, but need not be paid, for any alleged noncompliance which is the subject of dispute resolution during the period of such dispute resolution. To the extent that a Respondent does not prevail upon resolution of the dispute, such Respondent shall remit to EPA within seven (7) calendar days of receipt of such resolution any outstanding penalty payment, including any accrued interest, in the manner described above in Paragraph D of this Section XIV. To the extent such Respondent prevails upon resolution of the dispute, no penalties shall be payable.

G. Neither the filing of a petition to resolve a dispute nor the payment of penalties shall alter in any way Respondents' obligation to comply with the requirements of this Consent Order.

H. The stipulated penalties set forth in this Section XIV shall not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of a Respondent's failure to comply with any of the requirements of this Consent Order. EPA will not seek civil penalties for any violation for which a stipulated penalty is collected pursuant to this Consent Order, except in the case of a willful violation of this Consent Order.

I. EPA, in its sole and unreviewable discretion, may reduce or waive stipulated penalties otherwise payable under this Section XIV.

XV. DISPUTE RESOLUTION

A. If either or both Respondents disagree, in whole or in part, with any EPA disapproval, modification or other decision or directive made by EPA pursuant to this Consent Order, such Respondent(s) shall notify EPA Region III's Land and Chemicals Division (LCD) in writing of its objections, and the basis therefor, within fourteen (14) calendar days of receipt of EPA's disapproval, decision or directive. Such notice shall set forth the specific points of the dispute, the position which Respondent(s) asserts should be adopted as consistent with the requirements of this Consent Order, the basis for Respondent(s)' position, and any matters which it considers necessary for LCD's determination. LCD and Respondent(s) shall have an additional fourteen (14) calendar days from the receipt by LCD of the notification of objection, during which time representatives of LCD and Respondent(s) may confer in person or by telephone to resolve any disagreement ("Negotiation Period"). If an agreement is reached, the resolution shall be written and signed by an authorized representative of each party. In the event that resolution is not reached within this fourteen (14) calendar day period, the Director of LCD will furnish to Respondent(s), in writing, its decision on the pending dispute. Stipulated penalties, if any, shall not accrue during the period beginning on the 14th day after the Negotiation Period begins until the date that the Director of LCD issues a decision regarding such dispute.

B. The invocation of formal dispute resolution procedures under this Section XV shall not extend, postpone or affect in any way any obligation of Respondents under this Order

unless EPA determines otherwise. Stipulated penalties with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute.

Notwithstanding the stay of payment, and except as set forth in Paragraph C. of Section XIV (DELAY IN PERFORMANCE/STIPULATED PENALTIES), stipulated penalties shall begin to accrue from the first day of noncompliance with any applicable provision of this Order. In the event that a Respondent(s) does not prevail on the disputed issue, stipulated penalties shall be assessed and paid by such non-prevailing Respondent(s), as provided in Section XIV (DELAY IN PERFORMANCE/STIPULATED PENALTIES).

C. Notwithstanding any other provisions of this Consent Order, no action or decision by EPA, including, without limitation, decisions of the Director of Land and Chemicals Division, Region III, pursuant to this Consent Order, shall constitute final agency action giving rise to any right to judicial review prior to EPA's initiation of judicial action to compel Respondents' compliance with this Consent Order.

XVI. FORCE MAJEURE AND EXCUSABLE DELAY

A. Respondents shall perform the requirements of this Consent Order in the manner and within the time limits set forth herein, unless the performance is prevented or delayed by events which constitute a force majeure. Respondents shall have the burden of proving such a force majeure. A force majeure is defined as any event arising from causes not reasonably foreseeable and beyond the control of Respondents, which cannot be overcome by due diligence and which delays or prevents performance in the manner or by a date required by this Consent Order. Such events do not include increased costs of performance, changed economic circumstances, reasonably foreseeable weather conditions or weather conditions which could have been overcome by due diligence, or failure to obtain federal, state, or local permits unless applications for such permits were submitted in a timely and complete fashion and such permits were not issued, through no fault of Respondents.

B. A Respondent shall notify EPA, in writing, within seven (7) calendar days after it becomes or should have become aware of any event which such Respondent claims constitutes a force majeure. Such notice shall estimate the anticipated length of delay, including necessary demobilization and remobilization, its cause, measures taken or to be taken to prevent or minimize the delay, and an estimated timetable for implementation of these measures. Failure to comply with the notice provision of this Section XVI shall constitute a waiver of such Respondent's right to assert a force majeure claim with respect to such event. In addition to the above notification requirements, Respondents shall undertake all reasonable actions to prevent or to minimize any delay in achieving compliance with any requirement of this Consent Order after they become or should have become aware of any event which may delay such compliance.

C. If EPA determines that there is excusable delay because the failure to comply or delay has been or will be caused by a force majeure, the time for performance of that requirement of this Consent Order may be extended, upon EPA approval, for a period equal to

the delay resulting from such force majeure. This shall be accomplished through an amendment to this Consent Order pursuant to Section XXII (SUBSEQUENT MODIFICATION). Such an extension shall not alter the schedule for performance or completion of any other tasks required by this Consent Order, unless these tasks are also specifically altered by amendment of the Consent Order. In the event that EPA and a Respondent cannot agree that any delay or failure has been or will be caused by a force majeure, or if there is no agreement on the length of the extension, such Respondent may invoke the dispute resolution procedures set forth in Section XV (DISPUTE RESOLUTION).

XVII. RESERVATION OF RIGHTS

A. EPA expressly reserves all rights and defenses that it may have, including the right both to disapprove of work performed by Respondents pursuant to this Consent Order, to require that Respondents correct and/or perform any work disapproved by EPA on their respective parcels, and to request that Respondents perform tasks in addition to those stated in the Scope(s) of Work, Work Plans, or other provisions of this Consent Order on their respective parcels.

B. EPA hereby reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including any which may pertain to Respondents' failure to comply with any of the requirements of this Consent Order, including, without limitation, the assessment of penalties under Section 3008(h)(2) of RCRA, 42 U.S.C. § 6928(h)(2). This Consent Order shall not be construed as a covenant not to sue, or as a release, waiver or limitation of any rights, remedies, powers and/or authorities, civil or criminal, which EPA has under RCRA, CERCLA, or any other statutory, regulatory or common law authority.

C. Compliance by Respondents with the terms of this Consent Order shall not relieve Respondents of their obligations to comply with RCRA or any other applicable local, state, or federal laws and regulations.

D. The signing of this Consent Order and Respondents' consent to comply shall not limit or otherwise preclude EPA from taking additional enforcement action pursuant to RCRA, including but not limited to Sections 3008(a) or (h) of RCRA, 42 U.S.C. §§ 6928(a) or (h), or any other authority, should EPA determine that such action is warranted.

E. This Consent Order is not intended to be, nor shall it be construed as, a permit. This Consent Order does not relieve Respondents of any obligation to obtain and comply with any local, state, or federal permit or approval.

F. EPA reserves the right to perform any portion of the work consented to herein or any additional site characterization, feasibility study, and response/corrective actions it deems necessary to protect public health or welfare or the environment. EPA may exercise its authority under RCRA, CERCLA or any other authority to undertake or require the performance of response actions at any time. EPA reserves the right to use any authority it may have to seek

reimbursement from the Respondent responsible for the work for costs incurred by the United States in connection with any such response actions. Notwithstanding compliance with the terms of this Consent Order, Respondents are not released from liability, if any, for the costs of any response actions taken by EPA.

G. EPA reserves whatever rights it may have under CERCLA or any other law, or in equity, to recover from Respondents any costs incurred by EPA in overseeing the implementation of this Consent Order.

H. Respondents do not admit any of the factual or legal determinations made by EPA and reserve all rights and defenses they may have regarding liability or responsibility for the conditions at the South Parcel and North Parcel, respectively, except as provided in Paragraph D of Section I (JURISDICTION). Respondents assert that they have entered into this Consent Order in good faith without trial or adjudication of any issue of fact or law.

XVIII. OTHER CLAIMS

Nothing in this Consent Order shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation, or other entity for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, solid wastes, pollutants, or contaminants found at, taken to, or taken from the Facility.

XIX. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Consent Order shall be undertaken in accordance with the requirements of all applicable local, state, and federal laws and regulations. Respondents shall obtain or require their authorized representatives to obtain all permits and approvals necessary under such laws and regulations for work on their respective parcels.

XX. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

Respondents agree to indemnify and save and hold harmless the United States Government, its agencies, departments, agents, and employees, from any and all claims or causes of action arising from or on account of acts or omissions of Respondents or their agents, independent contractors, receivers, trustees, and assigns in carrying out activities required by this Consent Order. This indemnification shall not be construed in any way as affecting or limiting the rights or obligations of Respondents or the United States under their various contracts. The United States shall not be deemed to be a party to any contract entered into by Respondents for the purpose of carrying out any activities required by this Consent Order.

XXI. NOTICE OF NON-LIABILITY OF EPA

EPA shall not be deemed a party to any contract involving Respondents and relating to activities at the Facility and shall not be liable for any claim or cause of action arising from or on account of any act, or the omission of Respondents, their officers, employees, contractors, receivers, trustees, agents or assigns, in carrying out the activities required by this Consent Order.

XXII. SUBSEQUENT MODIFICATION

A. Except as provided in Paragraph C of this Section XXII, below, this Consent Order may be amended only by mutual agreement of EPA and Respondents. Any such amendment shall be in writing, shall be signed by an authorized representative of each party, shall have as its effective date the date on which it is signed by EPA, and shall be incorporated into this Consent Order.

B. Any reports, plans, specifications, schedules, other submissions, and attachments required by this Consent Order are, upon written approval by EPA, incorporated into this Consent Order. Any noncompliance with such EPA-approved reports, plans, specifications, schedules, other submissions, and attachments shall be considered a violation of this Consent Order and shall subject Respondents to the stipulated penalty provisions included in Section XIV (DELAY IN PERFORMANCE/STIPULATED PENALTIES).

C. Minor modifications in the studies, techniques, procedures, designs, or schedules utilized in carrying out this Consent Order and necessary for the completion of the project may be made by written agreement of the Project Coordinators. Such modifications shall have as an effective date the date on which the agreement is signed by the EPA Project Coordinator.

D. No informal advice, guidance, suggestions, or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by Respondents shall be construed as relieving Respondents of their obligation to obtain written approval, if and when required by this Consent Order.

XXIII. SEVERABILITY

If any provision or authority of this Consent Order or the application of this Consent Order to any party or circumstance is held by any judicial or administrative authority to be invalid, the application of such provision to other parties or circumstances and the remainder of this Consent Order shall not be affected thereby and shall remain in full force.

XXIV. TERMINATION AND SATISFACTION

The provisions of this Consent Order shall be deemed satisfied upon each Respondent's receipt of written notice from EPA that each Respondent has demonstrated, to the satisfaction of EPA, that the terms of this Consent Order, including any additional tasks determined by EPA to be required pursuant to this Consent Order, have been satisfactorily completed. This notice shall not, however, terminate Respondents' obligation to comply with any continuing obligations hereunder including, but not limited to, Sections X (RECORD PRESERVATION), XVII (RESERVATION OF RIGHTS), XVIII (OTHER CLAIMS), XIX (OTHER APPLICABLE LAWS), and XX (INDEMNIFICATION OF THE UNITED STATES GOVERNMENT).

XXV. SURVIVABILITY/PERMIT INTEGRATION

A. Subsequent to the issuance of this Consent Order, a RCRA permit may be issued to the Facility incorporating the requirements of this Consent Order by reference into the permit.

B. No requirement of this Consent Order shall terminate upon the issuance of a RCRA permit unless such requirement is expressly replaced by a requirement in the permit.

XXVI. ATTORNEYS' FEES

Each Respondent shall bear its own costs and attorneys' fees.

XXVII. EFFECTIVE DATE/WAIVER OF HEARING

The effective date of this Consent Order shall be the date on which a true and correct copy of this Consent Order is received by Respondents. Because this Consent Order was entered with the consent of all parties, Respondents waive their right to request a public hearing pursuant to Section 3008(b) of RCRA, 42 U.S.C. § 6928(b), and 40 C.F.R. Part 24.

IT IS SO AGREED AND ORDERED:

DATE: 9.30.16


BY:

A handwritten signature in blue ink, appearing to read "John Armstead", written over a horizontal line.

JOHN ARMSTEAD
DIRECTOR
LAND AND CHEMICALS DIVISION
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION III

The Undersigned Party enters into this Administrative Order on Consent, Docket No. RCRA-03
2016-0232CA.

DATE: SEPTEMBER 30, 2016 BY:


Daniel Dietz
Vice President of Water Chemicals
RESPONDENT Chemtrade Solutions LLC

The Undersigned Party enters into this Administrative Order on Consent, Docket No. RCRA-03
2016-0232CA.

DATE: 9/30/16

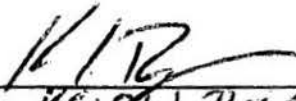
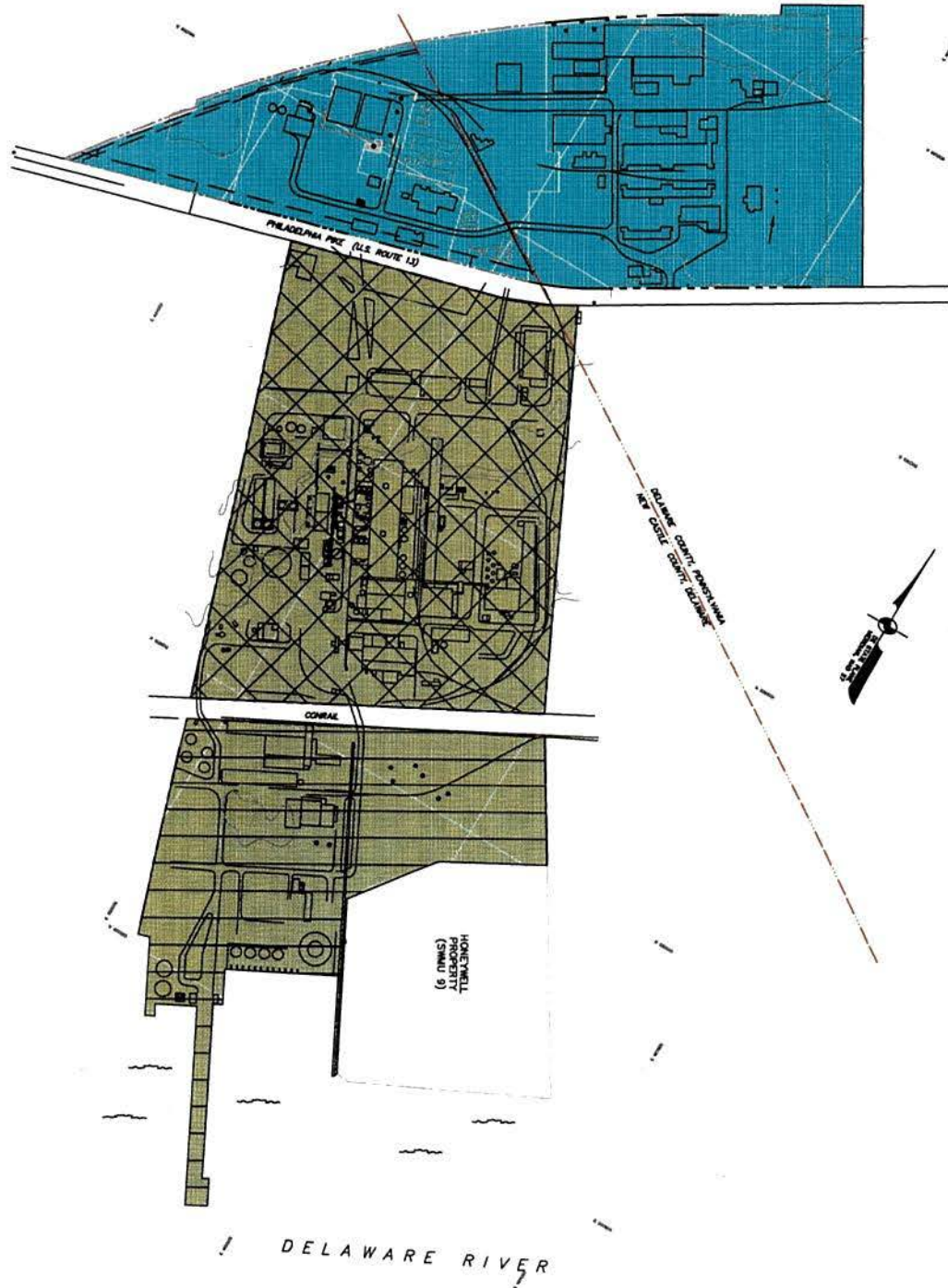
BY: 
Name: KEITH J. DELANEY
Title: Pres. DENT
RESPONDENT Drawbridge Claymont, LLC

Figure 1

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ATTACHMENT 1

